# **FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS**REQUEST FOR PROPOSAL (RFP)

ISSUE DATE:	February 14, 2018	RFP 58-18ks	
TITLE:	Professional Services: On Call, As Needed Quality Assurance Materials Testing Services for Various Airport Projects		
ISSUED BY:	Fauquier County Government and Procurement Division Alice Jane Child's Office Building 320 Hospital Drive, Suite 23 Warrenton, VA 20186	ublic Schools	
USING DEPA	RTMENTS: Warrenton Fauquier A	irport	
Sealed Proposal Described Here		118 @ 3:00 P.M. For Furnishing the Services	
	r Information Should Be Directed To (540) 422-8355 e-mail: <u>Kathy.stanley</u> (	: <u>Kathy Stanley, CPPB, Senior Buyer</u> , Phone: <u>(540)</u> <u>@fauquiercounty.gov</u>	
ABOVE, IF PI		TLY TO ISSUING DEPARTMENT SHOWN ERED, DELIVER TO: ALICE JANE CHILD'S pad FLOOR, SUITE 23.	
Incorporated By With The Attack	Reference, The Undersigned Offers hed Signed Proposal Or As Mutually	To All The Conditions Imposed Therein And Herel And Agrees To Furnish The Services In Accordance Agreed Upon By Subsequent Negotiations.	
Full, Legal Nam	e And Address Of Firm:		
		Date:	
		By:(Signature in Ink) Name:	
	Zip Code:	Title:	
FEI/FIN NO.:			

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E-mail address: \_\_\_\_\_Fax Number: (\_\_\_\_)

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#### 1.0 PURPOSE:

The purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiations for a qualified firm to provide Quality Assurance Materials Testing Services for Various Construction Projects located at the Warrenton Fauquier Airport. Services shall include but not be limited to, advice, direction and services related to projects at the Warrenton-Fauquier Airport at the direction of the Owner. This is a term contract and services will only be required during the construction phase of limited projects at the Airport. All services shall be provided in accordance with the specifications contained herein and attached hereto. This solicitation is issued for the Warrenton Fauquier Airport by the Fauquier County Government Procurement Division on behalf of the Board of Supervisors of Fauquier, political subdivisions of the Commonwealth of Virginia, herein referred to for convenience as "Owner".

- 1.1 For ease of reference, each organization submitting a response to the Request for Proposal will hereinafter be referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a "Firm".
- 1.2 The contents of the proposal submitted by the successful Offeror, this RFP (including general and special terms and conditions, and attached Contract Provisions for Airport Improvement Program and Obligated Sponsors), and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful Firm will be required to sign a contract with the Owner, herein referred to as "Agreement" or "Contract".
- 1.3 The County is expected to release a separate RFP in the near future for an additional services (Construction Management).

## 2.0 **BACKGROUND:** Airport Demographics, Locations and Information:

- 2.1 Located halfway between the Washington, Metropolitan area and the rolling mountains of Virginia, The Warrenton-Fauquier Airport offers easy access for both business travelers and vacationers alike. Just 4 miles outside of the Washington SFAR, access by air is easy and hassle free. And with close proximity to major arterial highways, the drive to the Airport is both scenic and stress free. Thirty miles to the northwest are the Blue Ridge Mountains. Forty miles to the northeast is the center of the Nation's Capital with all of the business, vacation and cultural amenities a world capitol has to offer.
- 2.2 The Warrenton-Fauquier Airport currently offers a full IFR capable facility with VOR and RNAV(GPS) approaches in place for runways 15 and 33.
- 2.3 The Airport offers 47 county owned hangars and 76 condo hangars which are currently filled to capacity along with an additional 13 based aircraft on tie down. This offers an exceptional customer base for a flight school offering full services to draw from for license upgrades.
- 2.4 Warrenton-Fauquier Airport Committee The Board of Supervisors established the Warrenton-Fauquier Airport Committee in 1991 to assist in the execution of the responsibilities. The Committee consists of seven members comprised of persons with management, business, public administration or airport related skills. Members are appointed by the Board of Supervisors for a 4-year term. Currently the committee consists of one citizen member representing each of the five magisterial districts; two citizens at large. The County Administrator or his designee and a Fauquier County Airport Staff Member Representative serve as ex-officio members and provide linkage to draw upon the County staff to support Airport activities.

2.5 The Committee is charged to work with the Board of Supervisors and County Administrator to: monitor airport operations and provide advice to the management functions; advise the Board of Supervisors on need improvements; review proposed capital projects and expenditures; serve as citizen representatives in execution of the Airport Master Plan; and perform other duties as may be prescribed by the Board of Supervisors.

## 3.0 OWNER'S RIGHT TO ISSUE RFP'S AND PROJECT ORDERS:

The Owner reserves the right, at its sole discretion, to issue RFP's for similar work and other projects as the need may occur.

## 4.0 **STATEMENT OF NEEDS:**

- 4.1 Fauquier County on behalf of the Warrenton Fauquier Airport is seeking a qualified firm to provide Quality Assurance Materials Testing (QAMT), services, and produce associated reports for the Airport Projects at the Warrenton Fauquier Airport (WFA) the Airport has several projects in place, including terminal site preparation, terminal construction, parking lot installation, and corporate ramp.
- 4.2 The Firm shall provide the Airport with a Quality Assurance Materials Tester that meets or exceeds the minimum qualifications to provide duties including and related to quality assurance work under the Operations and Maintenance (O&M). Firms may occasionally be assigned work under the Capital Improvement Projects (CPI) Projects include but are not limited to construction or renovation of principal structures, ancillary buildings, major roads and parking lots, installation of primary utility systems, operational and maintenance processes.
- 4.3 The Airport Quality Assurance Materials Testing duties shall include but are not limited to:
  - 4.3.1 Perform QAMT, (sampling, testing and inspection), of all civil, structural, mechanical, electrical, plumbing, hydraulic, fire protection & architectural materials and construction products used in the project; during new construction, modifications, alterations and improvements to the facilities and utilities structures.
  - 4.3.2 Perform all testing in compliance with contract documents for acceptance. All test, test results and test result documentation shall become the property of the Owner.
  - 4.3.3 Identify appropriate testing and procedures in accordance with the American Society of Testing Materials (ASTM), Federal Aviation Administration (FAA) Advisor Circulars (AC) and guidelines; and Virginia Department of Transportation (VDOT) regulations and specifications.
  - 4.3.4 Perform both destructive and non-destructive testing as may be required.
  - 4.3.5 As necessary, test results and reports shall be signed and sealed by a Licensed Virginia Professional Engineer.
  - 4.3.6 Execute Optional Services which may include but not limited to:
    - A.) Additional test services for welding, reinforced masonry, Mechanical Stabilized Earth MSE wall construction, piling, deep foundation, crack monitoring, etc.
    - B.) Failure Analysis, Root Cause Analysis
    - C.) And other requests as justified per projects.

- 4.3.7 The QAMT subsurface investigations and special inspection services to be provided shall include, but not limited to the following:
  - a. Asphalt Concrete
  - b. Asphalt Cement
  - c. Concrete Testing
  - d. Pre-stress / Pre-cast
  - e. Piling
  - f. Geotechnical Services
  - g. Soil
  - h. Steel
  - i. Roofing: All test to be performed per all applicable Building Code(s).
  - j. Compost Operations Testing
  - k. Soil and Water
  - l. Mechanical
  - m. Asbestos Testing
  - n. Electric Tests: Dielectric Tests of Safety Protection Equipment and Insulating Oils (at one voltage)
  - o. Fire Proofing: Inspection of Sprayed-on Fireproofing Coating on Structural Steel
  - p. Metallurgical Test & Examinations
  - q. Radiographic Inspection Testing
  - r. Strain Measurements (SR4 Indicator to measure deflections on Asphalt Concrete and Portland Cement Concrete surfaces)
  - s. Ultrasonic Inspection
  - t. Structural Steel
  - u. Welding
  - v. Magnetic Particle Testing Magnaflux
  - w. Underground Utility Location & Inspection
  - x. Indoor Air Quality Testing Environmental Laboratory Analysis Fees On-site Collection, County Provide Sample
  - v. Additional Testing Services as requested or designated
- 4.3.8 The awarded firm shall use a computer, tablet, or smart phone for various applications (email and communications, word processing, data entry, compiling information for reports, spreadsheets, planning, scheduling, etc.), as well as specialized software/systems used in the office for project "history" tracking.
- 4.3.9 The awarded firm shall travels around construction sites, landside and airside, whatever manner necessary to provide QAMT services. Transpiration for such travels shall be the responsibility of the Offeror. Successful firm shall possess the knowledge of the uses of tools common to the construction and QAMT industry.
- 4.4 Additional Requirements and Responsibilities:
  - 4.4.1 Be responsible for performing the Construction QAMT services in all aspects of field and construction work under the O&M, COMIP, and CCP projects, reporting any issues found and offering solutions where necessary.
  - 4.4.2 Facilitate the rapid and accurate exchange and monitoring of information between all parties.

- 4.4.3 Provide accurate reports, documents, and data monthly on assessment of project status and of the work remaining to be accomplished. The information provided shall provide a sound basis for identifying variances and problems, and shall include recommendations for making management decisions.
- 4.4.4 Keep records of inspections and test indicating conformance or discrepancies with date, location and Engineer of record.
- 4.4.5 Furnish timely reports to Owner's representative, Engineer of Record, and Contractor. The Owner may request daily, weekly, monthly or summary of reports, whichever serves in their best interest.
- 4.4.6 Prepare final report documenting required inspections and corrections of any deficiencies
- 4.4.7 Attend Construction progress meetings.
- 4.4.8 Help resolve issues with construction quality.
- 4.4.9 Provide materials testing of earthwork, concrete, and paving. Additional tests may be assigned.
- 4.4.10 OTHER SIGNIFICANT JOB ASPECTS: May be required to work nights and weekends due to schedules of contractors, airport operations, and other reasons.
- 4.5 Performs other duties as assigned; the Firm shall represent the Owner, as requested, in public meetings and other meetings for the Task Order and will prepare necessary drawings and exhibits for presentation purposes.
- 4.6 Firm shall provide the services described in accordance with the policies established by the County of Fauquier, FAA and the VDOA.

## 5.0 **OWNER'S RESPONSIBILITIES:**

- 5.1 The Owner will assist the Firm by placing at its disposal all available information, upon written request of the Firm, pertinent to the Tasks Order including previous reports and any other data relative to the Project.
- 5.2 The Owner will furnish to the Firm, as required for performance of Firm's Tasks Orders, all as-built data on the project elements upon written request of the Firm.
- 5.3 Upon written request of the Firm, the Owner shall examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Firm, obtain advice of an attorney, insurance counselor, and other consultants as Owner deems appropriate for such examination, and render in writing, pertinent decisions within a reasonable time.
- 5.4 The Owner will provide prompt written notice to Firm whenever Owner observes or otherwise becomes aware of any development that affects the scope of timing of Firm's services or any defect in the work.

## 6.0 **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

6.1 <u>General Requirements</u>

In order to be considered for selection, Offerors must submit a complete response to the RFP. One (1) original and three (3) copies of each proposal must be submitted to the Procurement Division, along with a CD or flash drive containing the entire proposal response with proprietary sections redacted. The Offeror shall make no other distribution of the proposal.

- 6.1.2 An authorized representative of the Offeror shall sign proposal. All information requested should be submitted. Failure to submit all information requested may result in the Procurement Division requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lacking key information may be rejected by the Owner. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- 6.1.3 Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- 6.1.4 Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the section of the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The Offeror's proposal should provide all the information that it considers pertinent to its qualifications for the tasks and which respond to the Scope of Services described.
- 6.1.5 Each copy of the proposal should be bound or contained in a single volume where practical. All documents submitted with the proposal should be contained in that single volume.
- 6.1.6 All data, materials and documentation originated and prepared by the Offeror for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, on the form provided.
- 6.1.7 Offeror shall submit, in a separate section of the proposal, any information considered by the Offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary, on the form provided. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary. References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.

6.1.8 State Corporation Commission (SCC) registration information is required. Proposals shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements noted in the General Conditions and Instructions to Bidders/Offerors. Use the form provided to provide Offeror's State Corporation Commission Identification Number or justification for non-registration. The SCC may be reached at (804) 371-9733 or at <a href="www.scc.virginia.gov/default.aspx">www.scc.virginia.gov/default.aspx</a>. Failure to include this form with the proposal submission may result in rejection of the proposal.

## 6.2 <u>Specific Proposal Requirements:</u>

6.2.1 Certification page and the return of this completed RFP and any addenda, acknowledgments, signed and filled out as required.

## 6.2.2 Response to Statement of Needs:

- 6.2.2.1 The Offeror shall provide a written narrative describing the approach/methodology for providing services in response to the requirements noted to include a description of the Offeror's approach to fulfilling each requirement as listed in Section 4, Statement of Needs. It must be clear from the Offeror's response to each requirement they have the personnel, knowledge and capability to satisfy that requirement. Identify examples where the QAMT have worked together with the Owner and other team members to complete a project and discuss how it is perceived that the QAMT will integrate with this team to provide the services requested.
- 6.2.2.2 Provide the Firm's policies on Billing and Payments. Include protocol for attending meetings that may or may not be related to specific Task Orders.
- 6.2.2.3 Provide the Firm's process regarding how they document quality assurance tests and keep records of inspections and testing indicating conformance and discrepancies of the inspections and tests along with the date, documenting the required correction of any deficiencies. The approach is to provide an explanation of the process, any unique features and examples of its success. Offerors are to submit a work plan of their approach describing activities, oversight, quality assurance, and techniques.
- 6.2.2.4 Expertise and experience of the Firm relative to the Statement of Needs contained in this RFP. Include specialized experience and technical competence as it pertains to FAA and Commonwealth of Virginia grant procedures and acquisition requirements, airport design standards, environmental considerations and master planning criteria. Provide a Management Organizational Chart both graphically and in narrative format. The Organizational chart and narrative shall provide a description of views on how the offeror shall provide the services as well as depict the relationship of the QAMT to that of the Principal-in-charge and other key members of the management team.
- 6.2.2.5 Describe how the QAMT's will provide complete and timely submission of deliverables.
- 6.2.2.6 Describe the capacity of the QAMT to complete assigned tasks, including the amount of resources that will be dedicated to projects as they arise.

- 6.2.2.7 Describe the QAMT's current ability to effectively and conveniently perform the services describe in the Statement of Needs.
- 6.2.2.8 Geographic location of the Firm relative to the Fauquier County. The Offeror shall include the complete address of the office(s) proposed to handle the work. A table shall be included which lists the staff currently working at this office(s) who would support the Owner. A short synopsis of each individual's experience and qualifications shall be included in the table.
- 6.2.2.9 References. Offeror shall include a minimum of three letters of reference that can attest to the Firm's experience and qualifications, quality of work, timeliness and responsiveness to client needs. Include name, address, email address, contact person, and phone number for each reference. References shall have or had (within last two years) contracts with Offeror of size and scope specified in this RFP.
- 6.2.2.10 Define the Offerors laboratory facilities, if applicable. Including locations, certifications and accreditations.
- 6.2.2.11 Specialty Sub consultants: Identify any outside specialized consultants intended to be used as a subconsultant/subcontractor for the management of work, or major portion thereof (such as laboratory services, etc.) The Offeror shall submit information on the subconsultant/subcontractors, which shall include:
  - 6.2.2.11.1 A list of specialized consultants and definitions of the work the subconsultant will perform.
- 6.2.3 <u>Management Plan:</u> Based on the Offerors Organizational Structure, describe how the QAMT candidate will manage the Services, specifically addressing the following:
  - 6.2.3.1 Approach to leadership:

    How will the QAMT candidate ensure proper communication and coordination among key positions?
  - 6.2.3.2 Assure the each project scope of work will be kept within the established timeline;
  - 6.2.3.3 Coordinate all necessary program activities to ensure program deliverable is seamless; and
  - 6.2.3.4 Offeror may provide additional qualities or strengths of the candidate or firm that could be available for projects and or additional information that offeror considers valuable in showing experience to provide services required.
- 6.2.4 Qualified Staff: The Offeror must provide at a minimum three (3) candidates for review. Candidate information at a minimum must demonstrate their ability to meet the minimum qualifications of the job and include:
  - 6.2.4.1 Names, qualifications and experience of personnel to be assigned to the contract. Identify specific roles played by the member relevant to defined requirements. Include the length of time personnel have had with the contracting Firm.

- Resumes of personnel to include, experience, capability, incidence and certificates that will validate all minimum qualifications (MQ's) from paragraph 6.2.6.
- 6.2.5 Qualifications of a QAMT, specifically at a minimum, the Offeror must meet all of the minimum qualifications ("MQ's") listed below at the time of contract award:
  - 6.2.5.1 A high school diploma, or a Certificate of General Educational Development (GED), or an equivalent combination of education, experience and training.
  - 6.2.5.2 Preferred: Associates degree in civil engineering technology or construction engineering technology. At least five (5) years of experience performing Quality Assurance/Construction inspection duties. CQM-C certification preferred.
  - 6.2.5.3 Requires airport related construction inspection experience for airfield/airport improvement projects. Airport facility construction experience is also preferred.
  - 6.2.5.4 Knowledge of FAA specifications and regulations.
  - 6.2.5.5 Provide a brief narrative describing at a minimum three (3) large public and or commercial Airport projects that demonstrate the QAMT candidates' capability and qualifications. For each project the offeror should:
    - Identity the type of test performed;
    - Describe how the QAMT candidate kept records of inspections and test noting conformance or discrepancies with the requirements;
    - Describe how the test information was provided to the Owner, Engineer of Record and Contractor including the average duration from the actual test to the production of the report and
    - Describe how deficiencies were addresses and how the corrections were documented;
  - 6.2.5.6 Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence and procedure manuals.
  - 6.2.5.7 Evidence of knowledge of, and skill in the use of building codes and standards consistent with one's areas of certification and licensing, inspecting various types of construction projects for code compliance and standards such as the National Electrical Code (NEC) and certifications by the International Code Council, to review plans for code compliance, detect, advise on and cite code violations, and identify options for remedial action, and
  - 6.2.5.8 Evidence of thorough knowledge of, and skill in construction industry, acceptable/specified materials, acceptable/specified building practices and established safety requirements (as provided by OSHA, VOSHA and the Airport Safety Manual) to quality inspect to determine if materials, processes and workmanship comply with specifications or are otherwise of acceptable quality and to recognize safety problems and fully protect oneself during on site field work, and
  - 6.2.5.9 Evidence of skill in using a computer and modern office suite software to perform

general office functions, such as communication (email), word processing, scheduling, and presentations etc. This requirement includes demonstrated ability to rapidly acquire knowledge of, and then skillfully use, any Airport specific guides pertinent to assigned functions, and

- 6.2.5.10 Evidence of skill in planning one's own work consistent with assignments, priorities and other guides; in reasoning in problem solving; in communicating in writing; in Communicating orally; in working effectively with business contacts; in working as a team member; and in providing effective customer service.
- 6.2.5.11 Ability to solve practical problems and deal with a variety of concrete variable in situations where only limited standardizations exist. Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.
- 6.2.5.12 The physical demands describe here are representative of those that must be met by an employee to successfully perform the essential function of this job. Reasonable accommodations may be made to enable individual with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to stand, walk, sit and use hands in order to hold, touch, feel or handle. The employee is occasionally required to reach with a hands and arms; climb or balance; stoop; kneel; crouch or crawl; talk or hear and taste or smell. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance and peripheral vision.
- 6.3 <u>No Initial Fee/Cost Proposal:</u> Offerors are reminded that this is a Professional Services proposal process; do NOT include any fee or cost information for the Firm, with the initial proposal response. The Owner will request non-binding fees in the form of the Firm's hourly rate schedule, only after ranking the firms, further into the evaluation process.
- 6.4 Exceptions to RFP: Per the Virginia Public Procurement Act, Section 2.2-4302.2, (A) (3), Offerors will not be instructed to provide exceptions to the RFP, unless and until Offeror is selected for negotiations. At the time of selection, Offeror shall provide full disclosure of any and all exceptions to the RFP. Offerors are expected to prepare all exceptions in advance, in order to be prepared to provide exceptions, promptly, upon request, to facilitate the negotiation process.

## 7.0 **EVALUATION AND AWARD CRITERIA, AND ADDITIONAL INFORMATION**:

- 7.1 <u>Evaluation Criteria:</u> An Evaluation Committee will evaluate the proposals using the following criteria.
  - 7.1.1 Expertise and qualifications and experience of the Offeror, inclusive of candidates provided, to perform the proposed Quality Assurance Materials Tester services based on resumes, and references provided, and providing services of similar size and scope. (20 points)
  - 7.1.2 Experience with FAA and Commonwealth of Virginia grant procedures, land acquisition requirements, airport design standards, environmental considerations and master planning criteria. (20 points)
  - 7.1.3 Offeror's written narrative/approach to fulfilling services. (25 points)
  - 7.1.4 Firm's Geographic location of the firm relative to Fauquier County, Virginia (10 points.)
  - 7.1.5 Quality and completeness of proposal including response to the Statement of Needs and General and Specific Proposal Requirements. (25 points)

Award of Contract: The Owner shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible, if the Owner chooses to conduct them. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed variety of projects, as well as alternative concepts.

Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the Owner shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious.

The Owner will request non-binding fees from the top ranked Offeror at this stage. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the Owner can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Traditionally, contract prices for this type of Open-End As Required contract, consist of hourly rates and any other travel or expense rates. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price.

Should the Owner determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. It is the Owner's intention, however, that multiple contracts will be awarded for this proposal

Contract award for services specified in this RFP are non-exclusive and does not preclude the Owner from issuing solicitations, negotiating or awarding other contracts for similar services. The Owner reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received and to negotiate and award contracts deemed to be in the Owner's best interest

- Ownership of Documents: Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the Firm in the performance of its obligations under the contract shall be the exclusive property of the Owner, and all such materials shall be returned to the Owner upon completion, termination, or cancellation of this contract. The Firm shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Firm's obligations under the resulting contract without the prior written consent of the Owner. However, the Firm may retain file copies which cannot be used without prior written consent of the Owner. The Owner agrees that the Firm shall not be liable for damages, loss, or injury resulting from the future use of the provided documents for other than the task, when the Firm is not the firm of record.
- 7.4 <u>Performance:</u> Unacceptable Performance The Owner reserves the right to inspect all operations and to withhold payment for any work not performed or performed not in accordance with the specifications/contract documents. Payments withheld for unsatisfactory performance may be released upon receipt of satisfactory evidence that the work has been corrected to the Owner's satisfaction. These corrections shall be at no cost to the Owner.

- 7.5 Term of Contract: The contract term shall be for a period of one (1) year from date of award. At the Owner's option, the contract may be renewed for four (4) additional one (1) year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration. The Contract Fee Schedule may be adjusted at the end of the initial contract period (and at the end of each extension period, if applicable), upon mutual agreement of both parties. The adjustment to the fee schedule shall not exceed the percentage increase for the previous twelve (12) months in the Consumer Price Index, U.S. Cities average, Other Services, as adjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Should this index be superseded, the Owner reserves the right to select another appropriate index.
- 7.6 <u>Insurance</u>: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified on the attached Insurance Checklist at the time the work commences. Additionally, the Firm certifies they will maintain this coverage during the entire term of the contract and that all insurance coverage will be provided by the insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of contract, Owner reserves the right to require the Firm to furnish certificates of insurance for the coverage required, and endorsed to name Fauquier County as additional insured.

## 8.0 **ADMINISTRATION OF CONTRACT:**

- 8.1 Owner: The Owner shall designate the Airport Director as the Contract Administrator, to act as the Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to materials, equipment, elements and systems pertinent to Firm's services. The Warrenton-Fauquier Airport Committee shall assist the Owner representative in determining required services and making decisions with regard to the airport's operations.
- 8.2 <u>Firm:</u> The Firm shall designate an individual to act as Firm's representative with respect to all services to be rendered under this Agreement. This individual shall serve as the primary liaison with the Owner's designated representative(s). This individual must be empowered with the authority to request information, make decisions and interpret and define Task Orders with respect to this contract.
- 8.3 The Firm's representative shall, at a minimum, attend half (50%) of the scheduled Warrenton-Fauquier Airport Committee meetings annually. The Firm's attendance is required to inform the Committee on pertinent/relevant issues concerning the airport, status of outstanding Task Orders and to provide technical and expert advice as may be required. Airport committee meetings are scheduled the 4<sup>th</sup> Monday of each month at the Warrenton-Fauquier Airport Conference room, from 5-7 PM.

## 9.0 **SPECIAL TERMS AND CONDITIONS:**

- 9.1 Authority to Bind Firm in Contract: Proposals must give full name and address of Offeror. Failure to manually sign proposal may disqualify it. The person signing the proposal should show title or authority to bind his Firm in the contract. Firm name and authorized signature must appear on the proposal in the space provided.
- 9.2 Severability: In the event any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

#### GENERAL CONDITIONS AND INSTRUCTIONS FOR PROFESSIONAL SERVICE CONTRACTS

Revised 8/30/2012

Firm: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County and the Fauquier County School Board. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County, or the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, or both. Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals: failure to do so will be at the offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, proposals on all solicitations issued by the Procurement Division will bind offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

**AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.

2. COMPETITION INTENDED: It is the Owner's intent that this solicitation permit competition. It shall be the Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the proposals.

#### **CONDITIONS OF BIDDING**

- 3. CLARIFICATION OF TERMS If any Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for receipt of proposals.
- 4. MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official Owner form provided for that purpose shall be a cause for rejection of the proposal. Unauthorized modification of or additions to any portion of the Request for Proposal may be cause for rejection of the proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any proposal which has been modified.

#### 5. LATE PROPOSALS & MODIFICATION OF PROPOSALS:

Any proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the proposal/modification is considered a late proposal/modification.

The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

- a. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Procurement Division.
- b. Late proposals/modifications will be returned to the Offeror UNOPENED, if solicitation number, acceptance date and Offeror's return address is shown on the container.
- If the Owner closes its offices due to inclement weather scheduled receipt of proposals will be extended to the next business day, same time.

#### 6. WITHDRAWAL OF BIDS/PROPOSALS:

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

- a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/offeror or of another bidder/offeror in which the ownership of the withdrawing bidder/offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeror who is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any

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subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1
RFP NUMBER
TITLE
PROPOSAL DUE DATE AND TIME
FIRM NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a proposal is not addressed with the information as shown above, the Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- 8. ACCEPTANCE OF PROPOSALS: Unless otherwise specified, all formal proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- 9. **OFFEROR'S PRESENT**: At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.
- 10. **RESPONSE TO SOLICITATIONS**: In the event a Firm cannot submit a proposal on a solicitation, the Firm is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to submit a proposal. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidder's List.
- 11. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
- 12. **ETHICS IN PUBLIC CONTRACTING**: The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 13. **NO CONTACT POLICY:** No Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of proposals. Any contact initiated by a Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Offeror from this procurement process.
- 14. **CONFLICT OF INTEREST:** The Offeror certifies that to the best of its knowledge no employee of the Owner nor any member thereof, nor any public agency or official affected by the proposal, has a pecuniary interest in the business of the Offeror, and that no person associated with the Offeror has any interest that would conflict in any manner with the performance of the proposal.

#### GENERAL POLICIES FOR ARCHITECTURAL/ENGINEERING SERVICES

- 15. **LICENSE/REGISTRATION:** Entities (e.g., individuals, partnerships, or corporations) offering to provide architectural and/or engineering services shall be properly registered and licensed in Virginia as required by the Department of Professional and Occupational Regulation and, if incorporated, the State Corporation Commission. The architect or engineer in charge of each discipline shall be currently licensed in the Commonwealth of Virginia and shall affix his or her seal to those documents for which he or she is responsible.
- 16. **PRIME DESIGN PROFESSIONAL:** The Owner normally contracts with a single entity as "Prime Design Professional" to provide the project architectural and/or engineering services. The Prime Design Professional may have all necessary disciplines in-house or it may subcontract with consultants to provide services in some disciplines. The Prime Design Professional may be an architect, engineer, or an architect/engineer entity. For each project, the Owner determines which entity will best satisfy the Owner's requirements for providing services. Meeting schedule and budget limitations and managing the services to be provided on the particular project.
- 17. **PROFESSIONAL SERVICES:** The architectural, civil, structural, mechanical and electrical portions of the project shall be planned and designed by or under the immediate supervision of a licensed architect or engineer (A/E) who has expertise in the particular discipline involved. Where such licensed expertise is not available within the A/E of record or where the A/E chooses to subcontract a part of the Work, the A/E shall employ an associate or consulting Architectural or Engineering firm with the requisite expertise to provide the required services. The consultants, associates, or subcontractors proposed by the A/E during the selection process to be part of the A/E project team shall perform the Work as proposed. If circumstances require a change, the A/E shall advise the Owner of the proposed change, the reasons therefore, and the name and qualifications of the proposed replacements. The replacements must be acceptable to the Owner.

Associates, consultants or subcontractors proposed to be part of the A/Es project team shall be contracted by the A/E at the beginning of the Work and shall be active participants in all phases of the Work related to their discipline from beginning to end. The A/E shall be responsible to the Owner for the Work of all associates, consultants and subcontractors whether employees of the A/E or not, performed under the Contract.

18. **RELATIONSHIP OF ARCHITECT/ENGINEER TO OWNER:** Once the Contract for A/E services has been fully executed, the A/E shall be the professional advisor and consultant to the Owner for technical matters related to the project and shall be responsible directly to and only to the Owner. The Owner shall communicate all approvals, rejections, change requirements and other similar information to the A/E. The A/E shall advise the Owner of changes necessary to keep the project within the prescribed area and cost limits.

Generally, the Owner will observe the procedure of issuing orders to the Contractor through the A/E or, if the A/E's construction period duties have been so modified, through the Owner's designated project representative. If the Owner issues orders directly to the Contractor, the A/E shall be copied on such orders.

19. "DESIGN NOT TO EXCEED" COST AS RELATED TO A/E CONTRACT: The Owner shall provide the A/E with a description of the project including information on functions, space requirements, special features and requirements, aesthetic requirements, authorized square footage and "Design not to exceed" construction budget. The A/E's contract requires that if the low bid exceeds the "Design-not-to-exceed" cost identified in the A/E Contract by more than 10%, any A/E revisions to the plans and specifications required to bring the cost of the project within the "Design-not-to-exceed" cost may be executed by the A/E at no additional cost to the Owner.

The A/E's cost estimates shall be to a level of detail commensurate with the current level of design. The A/E shall submit a cost estimate with each phase submittal. If the cost estimate indicates a potential problem in securing a bid within the "Design-not-to-exceed" cost, the A/E shall notify the Owner and shall work with the Owner to redefine the design concepts of space utilization, building efficiencies, materials of construction, etc., so that the estimated cost of construction does not exceed the "Design-not-to-exceed" cost. Substantial changes in the project scope, such as those which affect the area or function of the proposed facility, must be justified by the A/E and may require approval of the Board of Supervisors or School Board as appropriate.

20. CODE AND REGULATORY COMPLIANCE: The A/E is responsible for designing the project and administering the construction phase of the project in accordance with the Virginia Statewide Building Code (Code), and other regulatory requirements applicable to the project. Nothing contained herein shall be construed as relieving any A/E, professional design consultant, supplier or any other participant from any professional or legal responsibility for performance. Reviews, comments and approvals by the Owner in no way absolve any other person, firm or corporation involved in a project from their full responsibilities under law, codes and professional practice as required in projects for the Owner. Lack of comment by the Owner does not relieve the A/E from designing to meet the Code requirements or applicable state regulations or local regulations related to water, sewer, fire department services, and other utilities.

If the correction of a Code or regulatory violation results in a Change Order during construction, any additional costs incurred shall be borne by the party responsible for the violation. The Owner will bear only costs attributable to actual Code or regulation-required enhancement of the project.

If the A/E believes that a Code or regulation is unclear as to meaning, he shall request a written opinion as to the applicable interpretation from the applicable regulatory agency, as appropriate, and the A/E shall be entitled to rely on the written opinion, if any, which he receives.

21. DESIGN ERRORS AND/OR OMISSION AND A/E LIABILITY INSURANCE: The A/E shall carry professional liability insurance covering negligent acts, errors, and omissions in an amount not less than 5% of the estimated cost of construction of all Owner projects designed by the A/E which are currently under construction, but in no event shall the amount of professional liability insurance be less than \$100,000. The A/E shall maintain this insurance in force after completion of the services under the Contract for a period of five years after completion of construction.

The Owner's review, approval, or acceptance of, nor payment for any of the services required shall be construed to operate as a waiver by the Owner of any rights or any cause of action arising out of the Contract. The A/E shall be and remain liable to the Owner for all costs of any kind which are incurred by the Owner as a result of negligent acts, errors, or omissions on the part of the A/E including its subcontractors and consultants, in the performance of any of the services furnished.

The A/E shall be responsible for all costs resulting from its errors, omissions, and other breaches of the applicable standards of care established under Virginia law including, but not limited to, its own costs for labor and other in-house costs, any resulting Contractor Change Order costs including the costs for demolition, cutting, patching, repairs, removal, or modification of Work that is already in place, any Firm or Owner delay damages, and any judgments, fines or penalties against the Owner resulting from A/E errors, omissions, and other breaches of the applicable standards of care. However, the A/E shall not be responsible for the cost of the correct equipment or system which should have been originally specified, except the A/E shall be responsible for any increased costs, whether the result of inflation, reordering, restocking or otherwise, of incorporating the corrected Work into the Contractor's Contract Change Order. For the purposes of determining the A/E's share of such costs for Work which has not yet been performed, the cost of Work performed by Contractor's Change Order shall generally be presumed to be 15% greater than if the Work had been included in the Contractor's Contract. The A/E shall have the burden of disproving this presumption.

The Owner shall actively pursue reimbursement of costs resulting from the A/E's errors, omissions, or breaches of the applicable standard of care. Upon determination that there may be A/E financial responsibility involved, the A/E shall be contacted by the Owner. The A/E shall be advised of the design deficiency, informed that it is the Owner's opinion that the A/E may be financially responsible, and requested to provide a technical solution to the problem, including cost estimate. Upon notification of potential liability, the A/E should coordinate with the Owner to determine required technical support and timing to minimize delay costs. Pending final decision by the Owner, the A/E will be invited to attend all price negotiations with the Contractor for the corrective work. The A/E shall participate as a non-voting technical advisor to the Owner's negotiator. If the A/E refuses to cooperate in the negotiations or disputes its responsibility, the Owner shall have the right to proceed with the remedial construction and/or change order negotiations without the A/E.

22. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** Ownership of all materials and documentation including the original drawings and the Plans and Specifications and copies of any calculations and analyses prepared pursuant to the Contract between the Owner and the A/E, shall belong exclusively to the Owner. Such materials and documentation, whether completed or not, shall be the property of the Owner whether the work for which they are made is executed or not. The A/E shall not use these materials on any other work or release any information about these materials without the express written consent of the Owner.

Such material may be subject to public inspection in accordance with the Virginia Freedom of Information Act. Security-related documents and information are excluded from the Act unless a specific need to know can be shown. Trade secrets or proprietary information submitted by a bidder, offeror, or Firm in connection with a procurement transaction shall not be subject to disclosure under the Virginia Freedom of information Act, provided the bidder, offeror, or Firm invokes the protections of §2.2-4342, Code of Virginia, prior to or upon submission of the data or other materials, identifies the data or materials to be protected and states the reason why the protection is necessary.

The A/E shall provide the following documents to the Owner at the completion of the A/E's work:

- Original sealed and signed drawings
- · Original copy of the specifications
- · Copy of analyses made the project
- Indexed copy of the calculations made by each discipline for the project
- The Owner copy of all shop drawings, submittals, cut sheets, operation and maintenance instructions, parts lists, and other material related to the project

The Owner has the right to use the project documents as a prototype to demonstrate scope, size, functional relationship, etc., to an A/E designing a similar project. The A/E for the original project design shall not be responsible or liable to the Owner for any such use of the documents.

The A/E for the similar project shall be responsible for providing a complete set of project and location-specific "Final Documents" with its seals and signatures which meet all applicable codes and standards in effect at the time those "Final Documents" are submitted.

- 23. **STANDARD PLANS:** Where the Owner has engaged the A/E to prepare "Standard Designs" and/or "Standard Plans" for structures such as picnic shelters, sheds, bath houses, single family residences, cabins and utility buildings for the Owner to site adapt for use at various locations, the drawings for the Standard Plans shall show:
  - The name of the Owner,
  - The Title of the Standard Structure for which the design was developed
  - The name of the A/E, and
  - The seal and signature of the responsible licensed professional.

The Standard Plans shall also show the applicable codes, standards, loadings and design parameters used to develop the design.

Where the A/E has not been engaged to review the site adaption of the Standard Plans nor review the submittals or construction, the Owner, and not the A/E, shall be responsible for the proper site adaption and use of the Standard Plans. The A/E shall, however, be responsible for negligent acts, errors or omissions in the Standard Plans.

When the Work involves the site adaption of Standard Plans, the cover sheet for the project plans shall list the drawings included in the set of plans and shall differentiate between the Standard Plans and the "site-specific" site development, utility, and foundation drawings prepared by the A/E for that site. These site-specific drawings shall be sealed and signed by the responsible licensed A/E.

24. **REQUIREMENTS FOR A/E SEALS AND SIGNATURES:** General: The seal and signature of the licensed Professional Engineer, Architect or Certified Landscape Architect on the drawings provides notice to the public the drawings are complete and that the professional has exercised complete direction and control over the work to which the seal or signature is affixed. All plans and specifications for building projects designed for the Owner must bear the seal and signature of the responsible licensed professional.

Each drawing to be reproduced shall show:

- The name of the A/E,
- The Project Title
- The Project location
- The Project number (IFB number)
- The Drawing/Sheet Title
- The Drawing/Sheet number
- The seal and signature of the responsible licensed professional, and
- The uniform date of the completed documents.

The Title sheet drawing(s) shall also have:

- The Index of Drawings
- The Project VUSBC data
- The Seal and Signature of the A/E Principal in Charge of the project, and
- The uniform date of the completed documents
- (A/E may also require the seal and signature of a principal of its consultants).

The Specifications Table of Contents shall have:

- The Seal and Signature of the A/E Principal in charge of the project
- The uniform date of the completed documents, and
- The listing of specifications sections included for the project.
- (A/E may also require the seal and signature of a principal of its consultants).

"Working Drawing Sets" submitted to the Owner for review are expected to be complete documents ready for bidding. All drawings except the cover sheet shall bear the seal of the responsible licensed professional. The Cover Sheet shall show a complete list of the Drawings in the set, but a seal and signature are not required at this submission.

"Final Documents" are completed documents ready for bidding and include all corrections required by the Owner review. Each sheet of the drawings reproduced in the bid documents, including the cover sheet, shall bear the seal and signature of the responsible licensed professional

and a uniform document date. The original cover sheet without seal and signature shall be reproduced and attached to copies of the other drawings in the set. Each cover sheet print shall then be sealed, signed and dated with original seals and signatures.

- "Addendum" to the Final Documents: The first sheet of each and every Addendum issued to bidders shall show the number of pages in the Addendum and shall list any attached sketches, drawings or other material included in the Addendum. In addition, the first sheet of each and every Addendum shall bear the name of the project, the project number, the date and the seal and signature of the responsible licensed professional.
- 25. **SUBCONTRACTS:** No portion of the A/E professional services shall be subcontracted without prior written consent of the Owner. Consultants proposed by the A/E during the selection and fee negotiation phases are assumed to be acceptable to the Owner unless the Owner notes otherwise during those phases. In the event that the A/E desires to subcontract some part of the Work required by the Contract to a consultant or subcontractor not previously approved, the A/E shall furnish the Owner names, qualifications and experience of the proposed consultants. The A/E shall, however, remain fully liable and responsible for all Work performed by his consultants and subcontractors and shall assure that their Work complies with all requirements of the A/E's Contract.
- 26. **DESIGN OF SECURITY SYSTEMS:** Any Bidder/Offeror for the installation, service, maintenance, or design of security equipment or any central station alarm condition monitoring service shall be licensed by the Department of Criminal Justice Services pursuant to §9-183, Code of Virginia. An A/E proposing to provide any of these services with its own staff shall be exempt from the DCJS licensing requirement if properly licensed by the APELSLA Board (§9-183.2; Code of Virginia). If the A/E proposes to have the security system designed by a subcontractor/consultant, such entity shall be properly licensed as required by §9-183, Code of Virginia.

Any projects designed by the A/E which have such security systems shall include the licensing requirements of §9-183, Code of Virginia, in the specifications and the requirement that the successful bidder shall provide documentation within five (5) calendar days of bid opening that the entity (Contractor or subcontractor) performing the security system work possesses the proper license.

#### **AWARD**

- 27. AWARD OR REJECTION OF BIDS: Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the proposal if a Offeror is deemed to be a non-responsible Offeror.
- 28. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the bulletin board located on the 2<sup>nd</sup> Floor, 320 Hospital Drive, Warrenton, Virginia. Award results may be viewed at the Procurement Website at www.fauquiercounty.gov/government/departments/procurement.
- 29. **QUALIFICATIONS OF OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the service(s) and the Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Owner further reserves the right to reject any proposal if the evidence submitted by or investigations of, such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the service(s) contemplated therein.

#### **CONTRACT PROVISIONS**

- 30. APPLICABLE LAW AND COURTS: Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia. The Firm shall comply with applicable federal, state and local laws and regulations.
- 31. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 32. **ANTI-TRUST**: By entering into a contract, the Firm conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
- 33. **PAYMENT TERMS**: Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
  - 1. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Firm directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
  - 2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
  - 3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
  - 4. Any payment made by the Firm to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
- 34. PAYMENT TO SUBCONTRACTORS: A Firm awarded a contract under this solicitation is hereby obligated:

- 1. To pay the subcontractor(s) within seven (7) days of the Firm's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- 2. To notify the Owner and the subcontractor(s), in writing, of the Firm's intention to withhold payment and the reason.

The Firm is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Firm that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Firm's obligation to pay an interest charge to a subcontractor may not by construed to be an obligation of the Owner.

- 35. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the Firm in whole or in part without the written consent of the Purchasing Agent.
- 36. **DEFAULT**: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Firm responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
- 37. **ANTI-DISCRIMINATION**: By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis or race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

- A. During the performance of this contract, the Firm agrees as follows:
  - 1. The Firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Firm. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2. The Firm, in all solicitations or advertisements for employees placed by or on behalf of the Firm, will state that such Firm is an equal opportunity employer.
  - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- B. The Firm will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 38. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor.

Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractor's who are employed on school property by the Contractor or Sub-Contractor.

The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools "CERTIFICATION OF NO CRIMES AGAINST CHILDREN" form, a copy of which is included in this solicitation.

- 39. **INVOICES**: Invoices for items ordered, delivered and accepted shall be submitted by the Firm directly to the payment address shown on the purchase order/contract. All invoices shall show the RFP number and/or purchase order number.
- 40. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
  - A. The parties may agree to a written modification of the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  - B. The Owner may order changes within the general scope of the contract at any time by written notice to the Firm. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Firm shall comply with the notice upon receipt. The Firm shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
    - 1. By mutual agreement between the parties in writing; or
    - 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Firm accounts for the number of units of work performed, subject to the Owner's right to audit the Firm's records and/or determine the correct number of units independently; or

- 3. By ordering the Firm to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Firm shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Firm as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Firm from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
- C. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
- 41. **INDEMNIFICATION**: Firm shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Firm or his or her employees, or that of the subFirm or his or her employees, if any; and the Firm shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Firm shall, at his or her own expenses, satisfy and discharge the same. Firm expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
- 42. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Firm agrees to (i) provide a drug-free workplace for the Firm's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Firm that the Firm maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 43. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the Firm of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
  - A. <u>Termination for Convenience</u>: The Owner may terminate the Contract in whole or in part for convenience by delivering to A/E a written notice of termination specifying the extent to which performance under the Contract is terminated and the effective date of the termination. Upon receipt of such notice, the A/E must stop Work, including but not limited to Work performed by subcontractors and consultants, at such time and to the extent specified in the notice. If the Contract is terminated for convenience, the A/E shall be entitled to those fees earned for Work performed in accordance with the Contract prior to the notice of termination. Thereafter, the A/E shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated. The A/E will be compensated for reasonable costs or expenses for delivery to the Owner of the products of the services for which the A/E has or will receive compensation.
  - B. <u>Termination for Cause</u>: If the A/E should substantially breach the Contract or fail to perform the services, or any portion thereof, required by the Contract, the Owner may terminate the Contract for cause by giving written notice as set forth above or may give the A/E a stated period of time within which to remedy its breach of contract. If the A/E shall fail to remedy the breach within the time allotted by the Owner, the Contract may be terminated by the Owner at any time thereafter upon written notice, effective immediately upon receipt. The Owner's forbearance in not terminating the Contract shall not constitute a waiver of the Owner's right to terminate in the future for similar breaches or failures to perform. If the Contract is terminated for cause, the A/E shall be responsible for all damages incurred by the Owner as a result of the A/E's breach of Contract or failure to perform, including but not limited to, all costs and expenses incurred in securing a replacement A/E to fulfill the obligations of the Contract. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
  - C. <u>Termination Due to Unavailability of Funds in Succeeding Fiscal Years:</u> When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.
  - D. <u>Delivery of Materials:</u> Any termination shall not relieve the A/E of the obligation to deliver to the Owner all products of the services for which the A/E has been or will be compensated, including, but not limited to; the original drawings and specifications, copies of CADD diskettes or tapes, calculations, and analyses. Unless otherwise agreed to in writing, the A/E shall deliver the materials to the Owner within thirty (30) days of receipt of the notice of termination. Failure to do so shall result in the withholding of final payment and shall constitute a material or substantial breach of Contract.
  - E. <u>Compensation Due the A/E:</u> When the A/E is terminated for convenience, the following method shall be utilized in computing amounts due the A/E for services prior to termination:
    - If terminated at the completion of a design phase or the bidding phase, the amount due shall be the cumulative total of the fees for the phases completed according to the Contract.
    - If terminated prior to completion of a design phase or the bidding phase, the amount due shall be the sum of the previously
      completed phase fees plus a negotiated amount based on the portion of services provided for the phase not completed.

- If terminated during the construction phase, the total amount earned shall be the sum of the previously completed design phase and bidding phase fees plus a negotiated amount based on the portion of the construction period services provided through the notice of termination.
- Payment for Additional Services portion of the fee shall be any portion of those services provided up through the notice of termination.
- Payment for the Reimbursable Expenses shall be based on approved reimbursable expenses incurred up through the notice
  of termination.

The A/E shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after the last Work is performed. All amounts invoiced are subject to deductions for amounts previously paid or for amounts due the Owner.

- 44. **VIRGINIA FREEDOM OF INFORMATION ACT**: All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
  - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the even that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
  - c. Trade secrets or proprietary information submitted by a bidder, offeror or Firm in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or Firm must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
  - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
- 45. **AUDIT:** The A/E, by signing the Contract, agrees to retain all books, records, and other documents relative to the Contract for five (5) years after final payment, or until audited by the Owner, whichever is sooner. The Owner, its authorized agents, and/or State auditors shall have full access to and the right to examine any of the materials during said period.
- 46. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 47. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Section 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may become void.

#### **OFFEROR/FIRM REMEDIES**

- 48. **PROTEST OF AWARD OR DECISION TO AWARD**: Any Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or The School Board of Fauquier County, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the School Board of Fauquier County), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of the written decision by instituting legal action as provided in Section 7.8 C of the Procurement Policy. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.
- 49. DISPUTES: Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Public School Board of Fauguier County) or the County Administrator (if the claim is against Fauguier County) no later than sixty (60) days after final payment; however, written notice of the Firm's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the School Board of Fauquier County) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Firm may not institute legal action prior to receipt of the School Board or Board of Supervisor's (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisor's (as applicable) shall be final and conclusive unless the Firm within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Firm being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Firm may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

# DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

			Lill	ints	
Required		Coverage Required		<u>ures denotes minimum)</u>	
X	1.	Workers' Compensation	1.	Statutory Limits of the	
		and Employers' Liability;		Commonwealth of VA	
		Admitted in Virginia		Yes	
		Employers' Liability		\$100,000/\$500,000/\$100,000	
		All States Endorsement		Statutory	
		USL & H Endorsement		Statutory	
		Voluntary Compensation Endorsement			
		Best's Guide Rating-A-VIII or			
37	2	better or its equivalent	2	#4.000.000 (GGV) T. 1.0	
X	2.	Commercial General Liability	2.	\$1,000,000 (CSL) Each Occurrence	
		General Aggregate		\$2,000,000	
		Products/Completed Operations		\$2,000,000	
		Personal and Advertising Injury		\$1,000,000	
		Fire Legal Liability		\$50,000 Per Occurrence	
		Best's Guide Rating-A-VIII or			
37	2	better or its equivalent	2	44.000.000	
X	3.	Automobile Liability	3.	\$1,000,000 combined	
		Owned, Hired, Borrowed & Non-owned		Single Limit Bodily	
		Motor Carrier Act End.		Injury and Property	
		Best's Guide Rating-A-VIII or		Damage Each Occurrence	
37	4	better, or its equivalent	4	(note, symbol "1" on liability coverage)	
_X_	4.	Prof. Errors and Omissions	4.	\$1,000,000 (CSL) Each Claim	
		Best's Guide Rating-A-VIII or			
	_	better or its equivalent	_		
	5.	Garage Liability	5.	\$1,000,000 CSL Each Occurrence	
	6.	Garage Keeper's Legal Liability	6.	a) Maximum Value of One Vehicle	
		Best's Guide Rating-A-VIII or better,		b) Maximum Value of All Vehicles	
		Or its equivalent		Held by Contractor	
	7.	Umbrella Liability	7.	\$1,000,000	
		Best's Guide Rating-A-VIII or better,			
		or its equivalent.			
	8.	Other Insurance:			
X	9.	Auto and General Liability Policies shall be	endorsed to	name Fauquier County and/or	
		Fauquier County Public School Board as additional insured			
		(This coverage is primary to all other coverage			
		The County and Schools may possess and must	be shown or	the certificate)	
<u>X</u>	10.	The Contractor shall provide 30 days written no	otice of any p	olicy cancellation for policies specified on this Checklist to	
<del></del>				ccordance with the timelines and stipulations in Code of Virginia	
		Section 38.2-231.		·	
X	11.	The Certificate must state Bid/RFP No. and	Bid/RFP Tit	tle.	
<u>X</u> <u>X</u>	12.	Contractor shall submit Certificate of Insura	ance within f	ive (5) business	
		days from notification of award, and shall pr			
		duration of the contract.			
		OFFEROR ST	<b>FATEMEN</b>	NT	
	We und	erstand the Insurance Requirements of these specia	fications and	will comply in full if awarded this contract.	
				- ·	
FIRM					
1 IIXIVI					
SIGNATURE	-		_	Revised 4/4/13, Proc/HR	

## **RETURN THIS PAGE**

## PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

#### NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page Number	Reason(s) for Withholding from Disclosure

**INSTRUCTIONS**: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate die specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A- This page contains information relating to "trade secrets', and "proprietary information" including processes.

  Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).
- C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

\*\*RETURN THIS PAGE IF APPLICABLE \*\*

## PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

## THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line the	nat applies and providing the requested information
A Offeror/Bidder is a Virginia business entity organized an SCC and such vendor's Identification Number issued to it by the	
B Offeror/Bidder is an out-of-state (foreign) business entity by the SCC and such vendor's Identification Number issued to it	
C Offeror/Bidder does not have an Identification Number i required to be authorized to transact business in Virginia by the S	
Please attach additional sheets if you need to explain why se authorized to transact business in Virginia.	uch Offeror/Bidder is not required to be
Legal Name of Company (as listed on W-9)	_
Legal Name of Offeror/Bidder	_
Date	_
Authorized Signature	_

**RETURN THIS PAGE** 

Print or Type Name and Title

#### FEDERAL CONTRACT LANGUAGE CERTIFICATE

By signing this bid form, the bidder is affirming that it has read and understands and will follow all applicable Federal Contract Language requirements including adding these provisions to all lower tier agreements. The Federal Contract Language included but is not limited to:

- Access to Record in accordance with 2 CFR § 200.33; 2 CFR § 200.336; and FAA Order 5100.38
- Affirmative Action Requirements in with 41 CFR part 60-4 and Executive Order 11246
- Breach of Contract Terms in accordance with 2 CFR § 200 Appendix II(A)
- Buy American Preference in accordance with 49 USC § 50101 (see separate bid document requiring review and signature
- Civil Rights in accordance with 49 USC § 47123
- Civil Rights Title VI assurances in accordance with 49 USC § 47123 and FAA Order 1400.11
- Clean Air and Water Pollution Control in accordance with 2 CFR § 200, Appendix II(G)
- Certification of Offeror/Bidder Regarding Debarment in accordance with 2 CFR part 180 (Subpart C), 2 CFR part 1200and DOT Order 4200.5
- Disadvantaged Business Enterprise in accordance with 49 CFR part 26
- Distracted Driver (Texting While Driving) in accordance with Executive Order 13513 and DOT Order 3902.10
- Energy Conservation Requirements in accordance with 2 CFR § 200, Appendix II(H)
- Federal Fair Labor Standards Act in accordance with 29 U.S.C. § 201, et seq
- Certification Regarding Lobbying in accordance with 31 U.S.C. § 1352 Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J), and 49 CFR part 20, Appendix A (see separate form included in bid proposal)
- Procurement of Recovered Materials in accordance with 2 CFR § 200.322 and 40 CFR part 247
- Occupational Safety and Health Act of 1970 in accordance with 20 CFR part 1910
- Procurement of Recovered Materials in accordance with 2 CFR § 200.322 and 40 CFR part 247
- Termination of contact in accordance with 2 CFR § 200 Appendix II(B)
- Trade Restrictions Certification in accordance with 49 USC § 50104 and 49 CFR part 30
- Veterans' Preference in accordance with 49 USC § 47112(c)

Signature	
Date	•
Title	
Company Name	

**RETURN THIS PAGE** 

## CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark ( $\checkmark$ ) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### **Certifications:**

- a) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is ( ) is not ( ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### Note:

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### **Term Definitions:**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

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